



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

June 12, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION:
DELEGATED AUTHORITY FOR THE DIRECTOR OF THE
DEPARTMENT OF PARKS AND RECREATION
TO SIGN LOAN AGREEMENTS WITH
LENDING INSTITUTIONS AND/OR INDIVIDUALS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This is to request that your Board delegate authority to the Director of Parks and Recreation or his designee to sign loan agreements with lending institutions and/or individuals to borrow objects for interpretive displays at various park facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act in that the action does not meet the definition of a project according to the California Environmental Quality Act, because the action is an administrative activity for government which by its terms does not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment and for the reasons cited herein.
2. Delegate authority to the Director of Parks and Recreation or his designee to sign loan agreements, substantially similar to the attached Loan Agreement, with lending institutions and/or individuals for the reasons cited herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Director to enter into formal loan agreements with lending institutions and/or individuals which will allow for continued and rotating interpretive displays at various park facilities such as nature centers and community centers.

At various park facilities, there are numerous objects on display such as American Indian artifacts and former County Supervisors' memorabilia which help interpret recent and local history. A number of the objects displayed are on loan from local lending institutions and/or individuals. Some objects have an informal written agreement, while other objects have been loaned to the Department of Parks and Recreation (Department) based on a verbal agreement. County Counsel has advised that the loans be formalized through the use of a loan agreement and that the Director request delegated authority from your Board to sign the loan agreements. This will formalize new and renewed loans of interpretive objects and help clarify the relationship of objects previously loaned with only a verbal agreement. Public Resources Code Section 5123 authorizes the Board to receive and lend museum exhibition and study material.

Implementation of Strategic Plan Goals

This action will further the County's Strategic Plan Goal of Operational Effectiveness (Goal 1) by providing much needed objects for interpretive displays which serve to educate the community.

FISCAL IMPACT/FINANCING

The recommended actions allow the Department to enter various loan agreements for the lending of historical artifacts/objects and carry no financial obligation. There is no fiscal impact to the County of Los Angeles or to the Department.

OPERATING BUDGET IMPACT

The recommended action will have no impact on the Department's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved this letter and the attached sample Loan Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not subject to the California Environmental Quality Act (CEQA) in that the action does not meet the definition of a project according to Section 15378 (b) (5) of the State CEQA Guidelines, because the action is an administrative activity for government which by its terms does not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no anticipated impacts to current services. Instead, approval of this action will benefit communities by allowing for the continuation of quality interpretive exhibits at nature centers and other park facilities.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return three adopted copies of this action to the Department of Parks and Recreation for further processing.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney", is written in a cursive style.

RUSS GUINEY

Director

RG:NEG:JAR

AD:tls

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



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Loan Agreement

LOAN TITLE AND DATES OF LOAN

Loan Title: _____

Dates of Loan Period: _____

LENDER

Lender name: _____

Address: _____

Home telephone: _____

Work telephone: _____

Cell telephone: _____

Fax number: _____

E-mail: _____

Contact name: _____

Exact form of credit line for use in labels, catalog, and/or publicity: _____

NOTE: If the Lender is not the owner but is the duly authorized agent of the owner, acting on behalf of the owner in making this loan, please also provide the same information set forth above for the owner of the work.

LIST OF ITEMS ON LOAN

If multiple items are loaned, please attach a list of all items including the information listed below in addition to photographs if possible.

Type of work: _____

Artist/Attribution: _____

Loan Agreement

Work/Title:

Creation Date:

Materials/Medium:

Description:

Accession/inventory number/edition number:

Dimensions:

Signatures/Labels (yes or no, if yes state location):

Do you own the copyright to the work (yes, no, or n/a)? If not, who does?

History of ownership, including date Object entered collection:

Other:

DEFINITIONS

Lender-as used in this agreement means owner of the Loaned Object/s and the Lender hereby represents and warrants that it is the sole legal owner outright of all right, title and interest in and to the Loaned Object/s, or that Lender is the duly authorized agent of the owner of the Loaned Object/s and such owner is the sole legal owner outright of all right, title, interest in and to the Loaned Object/s, in either case free and clear of all claims, liens, encumbrances or restrictions.

Loan Agreement

Loaned Objects-as used in this agreement means the objects provided for display and/or research purposes.

INSURANCE

All loaned items must be lent at the Lenders own discretion and expense. The Lender warrants that it has or will obtain insurance coverage on any Loaned Object, to the extent the Lender feels it necessary based on the appraised value of the Loaned Object, and shall make no claim due to damage, loss, or destruction of the Loaned Object to the County of Los Angeles.

CONDITIONS GOVERNING LOAN

1. Lender covenants and agrees not to sue, or participate in and action against the County of Los Angeles, including Department of Parks and Recreation, its Special Districts, elected and appointed officers, employees, and agents as a result of this loan, or damages, loss or destruction to the loaned item(s).
2. The Department of Parks and Recreation will handle and display the Loaned Objects with the same degree of care and safekeeping as it does its own similar property.
3. The Department of Parks and Recreation has sole discretion as to whether, for how long, and in what manner objects loaned to it shall be exhibited. The Department of Parks and Recreation also has the right to determine which written and interpretive materials may accompany the exhibition.
 - a. Loaned objects may be reproduced for display, publicity, or a catalogue from duplication processes such as photographs, transparencies, or digital scans without the need for additional written consent on behalf of the Lender.
4. Unless otherwise indicated, the Lender will assume all costs of packing, transportation, and insurance of the Loaned Objects.
5. It is the responsibility of the Lender to inform the County of Los Angeles, Department of Parks and Recreation, within 90 days in writing, of any change in their address or change in ownership of the Loaned Objects.
6. Unless otherwise noted in the Loan Agreement, Lender is defined as the owner of the Loaned Objects. The Lender hereby represents and warrants that is the sole legal owner outright of all right, title, and interest in and to the Loaned Objects, or that Lender is the duly authorized agent of the owner of the Loaned Objects and such owner is the sole legal owner outright of all right, title, interest, in and to the Loaned Objects, in either case free and clear of all claims, liens, encumbrances or restrictions. Lender hereby represents that it has provided all information concerning the provenance of the Loaned Objects in Lender's (and owner's, if Lender is not the owner) possession, and that, to the best knowledge and belief of the Lender (and owner), the loan of the Loaned Objects hereunder will not infringe upon or violate the rights of any person or entity, the Loaned Objects has not been exported from any county or imported into the United States in violation of any applicable law, and under the Lender (and owner) are not aware of any facts that could give rise to a claim for the seizure or forfeiture of the Loaned Objects while on loan hereunder.
7. This Loan Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Lender agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees

Loan Agreement

and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, State of California.

8. Department of Parks and Recreation may terminate this Loan Agreement, effective not less than 30 days after written notice to the Lender receipt by, without further liability for any reason. The Lender may terminate this Loan Agreement not less than 90 days after written notice to Department of Parks and Recreation. Upon termination of this Loan Agreement by either party, the Lender agrees to collect all Loaned Objects from the location they were loaned to.
9. This Loan Agreement constitutes the entire agreement between the Lender and the County of Los Angeles, Department of Parks and Recreation with respect to the subject matter hereof. Any prior agreements, promises, negotiations or representation that may have been made or relied upon that are not expressly set forth in this Loan Agreement are of no force or effect. This Loan Agreement may be modified only in writing, which must be signed by both parties.

SIGNATURES

I agree to the terms and conditions governing this Loan Agreement.

Lender: _____

Date: _____

Print Name and Title: _____

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Russ Guiney, Director
Department of Parks and Recreation

PLEASE SIGN AND RETURN TO:

Curator • Planning Division • 510 South Vermont • Los Angeles, CA 90020 • 213-739-7340